

1           A     I, I discussed it with Mrs. Duff, and I guess in  
2 that sense the answer to your question is that's right, I  
3 didn't discuss it with the, the other directors at that time  
4 as to NMTV.

5           Q     You didn't discuss it, for example, with Pastor  
6 Espinoza?

7           A     No, sir.

8           Q     And as far as loans were concerned, you didn't  
9 discuss the matter of a conflict, conflicts of interest  
10 regarding loans with, with Pastor Aguilar, is that correct?  
11 I'm talking about loans now.

12          A     I don't recall any with Pastor Aguilar.

13          Q     Now did it not occur to you that Mrs. Duff might not  
14 be the best person to speak to, inasmuch as she was also an  
15 employee of Trinity?

16          A     I'm pausing because I want to go back to your other  
17 question about Pastor Aguilar. I was in meetings in which  
18 Pastor Aguilar was there, and it may be, although I don't have  
19 a specific recollection, but it may be that at that time loans  
20 or financing as between the two companies was discussed. And  
21 the reason that I mention it is because in the wake of  
22 challenges that had been submitted, first with regard to  
23 National Minority's application to acquire Wilmington,  
24 Delaware, and then in the context of your client's challenge  
25 to the renewal of Trinity Broadcasting of Florida's facility

1 in Miami, and among those, the, the supporting allegations  
2 made in those two instances, it was the funding arrangements  
3 and the loan arrangements between these two companies.  
4 Because Pastor Aguilar was at meetings in which the challenges  
5 were discussed, I think I better be clear with you that it,  
6 that it may very well be in those meetings the loan  
7 arrangements were also discussed specifically.

8 Q But you would agree with me, Mr. May, I take it,  
9 that you had no conversations concerning a conflict of  
10 interest in loans with Pastor Aguilar until the petition to  
11 deny against the Wilmington application was filed.

12 A Yes, sir, that's right. I don't recall any.

13 Q Now -- and I, and I want you to answer these  
14 questions fully, and I'm, I want to give you the opportunity  
15 to do just what you did. Now, now let me bring you back to  
16 your conversations with, with Mrs. Duff, and did it not occur  
17 to you that Mrs. Duff might not be the best person to speak  
18 to, inasmuch as she was an employee of Trinity, and that you  
19 should speak to someone at NMTV who was not an employee of  
20 Trinity?

21 A No, sir. I didn't occur to me.

22 Q And why didn't you speak to any of the directors who  
23 were not employees of TBN concerning this matter?

24 A Okay. You've confused me. You said TBN? Or did  
25 you mean National Minority?

1           Q     I'll sharpen the question. Why did you not speak to  
2 any of the NMTV directors who were not employees of TBN  
3 concerning the matter of conflict of interest regarding the  
4 loans?

5           A     Through the years, Mrs. Duff was the primary  
6 director of National Minority that I dealt with. In virtually  
7 every issue, I communicated with her. And because she was my  
8 primary communication and contact on matters involving  
9 National Minority, I felt that I was fulfilling my  
10 responsibilities as a lawyer by mentioning to her and to  
11 dealing with the issue with her, trusting that she would take  
12 it any further and as far as she felt it was necessary at that  
13 point in time.

14          Q     Well, at your deposition on September 20, page 61, I  
15 asked you, on line 20, why did you not speak to any of the  
16 directors who were not employees of TBN concerning this  
17 matter, and your answer was I don't know. Question: "It  
18 never occurred to you?" Answer: "It never occurred to me to  
19 do that."

20          A     I'm sorry. We have a long pause. Is that a  
21 question for me?

22          Q     No, no. It's not. It's just something I wanted to  
23 read into the record. Isn't it true that you recognized that  
24 the same conflict of interest questions were raised regarding  
25 affiliation agreements between NMTV and TBN?

1           A     Yes, sir.

2           Q     Now you, of course, realize there, there was --  
3 there is in place an affiliation -- there is in place an  
4 affiliation agreement, one now between NMTV and Trinity, am I  
5 correct?

6           A     Yes, sir.

7           Q     And there was a time -- the first affiliation  
8 agreement was when the Odessa station went on the air, is that  
9 correct?

10          A     Yes, sir. I believe that's right.

11          Q     And then when Odessa went off the air, Portland came  
12 on and, and there's an affiliation agreement with Portland, am  
13 I correct?

14          A     There's an affiliation with Portland. I don't know  
15 that it's tied to Odessa going off the air.

16          Q     No. I -- your point is well taken. Now did you  
17 have any discussion with anybody concerning your law firm's  
18 conflicts regarding the affiliation agreement?

19          A     I don't know that I can specifically recall that I  
20 did or did not.

21          Q     You don't have any recollection of advising Mrs.  
22 Duff that you and your law firm had the same conflict of  
23 interest concerning affiliation agreements that you had  
24 regarding loans?

25          A     It's the kind of issue that would have triggered a,

1 a conflict of interest, but in a specific context of the  
2 affiliation agreement. I don't know. I, I can't tell you  
3 that I recall a, a specific conversation about the conflict or  
4 not.

5 Q Well, let me -- maybe I can help your recollection.  
6 You were the person that drafted the Odessa affiliation  
7 agreement, correct?

8 A I drafted the form affiliation that the Odessa  
9 affiliation is based upon, but I don't have any recollection  
10 that I am the one who actually drafted that specific  
11 agreement.

12 Q But there came a time when you certainly were aware  
13 that NMTV was about to or had entered into an affiliation  
14 agreement with Trinity. Am I correct?

15 A I -- yes, sir. I was aware that Trinity and  
16 National Minority had an affiliation.

17 Q And it -- when you be -- when you became aware that  
18 the affiliation agreement was, either had been signed or was  
19 going to be signed, did -- were you then cognizant of the fact  
20 that your law firm had a conflict of interest regarding that  
21 affiliation agreement?

22 A I suppose I was. I mean, again, I don't recall any  
23 specific conversation about it.

24 Q So you, your testimony is you, you suppose you had  
25 a conflict, but you don't recall whether you discussed it with

1 anybody, is that what you're saying?

2 A I don't recall discussing the affiliation agreements  
3 in the context of there being a conflict with my office.

4 Well, I hope that's responsive. I'm trying to be as --

5 Q Yes.

6 A -- succinct for you as I can.

7 Q Do you have a recollection, Mr. May, of, of, of  
8 ever, in the 1980's, discussing with anybody in the world the  
9 fact that, that your law firm had a conflict insofar as the  
10 affiliation agreements are concerned?

11 A Anybody in the world? I, I guess --

12 Q Well, we'll start and I'm -- maybe we'll narrow it.  
13 Yes, anyone -- we'll start with anybody in the world.

14 A The, the best answer I could give you, Mr. Cohen, I  
15 think is that it is an area that I acknowledge when I have two  
16 clients that are entering into it that I have a conflict  
17 about. But in terms of being able to recall for you a  
18 specific conversation I had about this affiliation agreement  
19 engendering a conflict for which I needed to have a discussion  
20 with the clients about, I don't have any specific recollection  
21 or memory about any, a conversation with them of that  
22 conversation.

23 Q So you, you can't recall such a conversation, if it  
24 occurred, that's what you're saying?

25 A Yes, sir.

1           Q     Now isn't it -- you, you've testified that you, you  
2 do recall talking with Mrs. Duff about your conflicts on more  
3 than one occasions, and you -- and I think your recollection  
4 was -- I asked you to estimate and you thought it was the  
5 number six seemed like a reasonable number.

6           A     Yes, sir.

7           Q     Yes. Am I correct that the only, only director of,  
8 of -- prior to the time the petition to deny was filed, the  
9 only director of NMTV you ever discussed your conflict with  
10 was Mrs. Duff?

11          A     Well, sir, I had conversations with Dr. Crouch, as  
12 well. And, I mean --

13          Q     Well, I was going to get to that next, but let's do  
14 it right now. You have a recollection of having discussions  
15 with Dr. Crouch concerning any conflicts your law firm would  
16 have?

17          A     Yes.

18          Q     And give me your best recollection of the first time  
19 you had such a conversation with Dr. Crouch?

20          A     In the context of Trinity's relationship with  
21 National Minority, my first recollection is the 19 -- is the  
22 January, '87, time frame in which Odessa was being negotiated.

23          Q     And you, and you have a specific recollection of  
24 discussing your conflict with Dr. Crouch at that time? Is  
25 that, is that what you're testifying to, sir?

1           A     Mr. Cohen, I don't know that I can honestly say that  
2 it happened within that specific time frame, but what, what I  
3 can tell you is that the assignment application and the  
4 relationship that was existing and coming into its existence  
5 as specifically provided for in that agree-- in that  
6 assignment application, in the contract, was that certain  
7 things between Trinity and NMTV were going to occur, and it  
8 was in that I des-- described with -- I tried to describe with  
9 both clients, one National Minority, the other Trinity  
10 Broadcasting, that there were certain conflict areas, among  
11 them the loan arrangements. And I, I tried to make it my, my  
12 policy, but I cannot tell you I always did this, that when it  
13 was a matter that dealt with National Minority items, I tried  
14 to deal with Mrs. Duff and did deal with Mrs. Duff. That's  
15 not to say it excluded -- that some, in some instances I may  
16 have discussed this likewise with Dr. Crouch. I also tried,  
17 as best I could, to deal with Dr. Crouch on the issues or some  
18 other director, like Mr. Norman Juggert of Trinity  
19 Broadcasting Network, as that related to the Trinity  
20 Broadcasting Network. I tried to make that segregation in the  
21 way in which I did that.

22           Q     So am I correct then that you looked upon Mrs. Duff  
23 as the, the NMTV person that you would discuss these matters  
24 with, and Dr. Crouch and Norman Juggert as the Trinity persons  
25 whom you would discuss these matters with?



1 A As to the directors of both companies, yes, sir.

2 Q Now, obviously you're, you're well aware that  
3 Dr. Crouch was also a director of NMTV. Norman Juggert was  
4 not, okay. Did that enter into your mind, looking back in  
5 '87, as to -- strike that. Was that a factor that you gave  
6 any consideration to, if you can recall, back in the, in the,  
7 in '87, concerning the conversations you had with Dr. Crouch,  
8 that is the fact that he was also an NMTV director?

9 A I mean that's part of it. This is a company that I  
10 have separate responsibilities to. You are also a director of  
11 that company, but I am trying to segregate now my com--  
12 communication with you as if I am now speaking to Dr. Crouch:  
13 Dr. Crouch, in the context of you having this responsibility  
14 for the Trinity Broadcasting Network.

15 Q I understand. And am I correct that up until the  
16 time the petition to deny was filed in the Wilmington  
17 proceeding, you never discussed your conflicts with any other  
18 NMTV directors who were not employees of TBN?

19 A I, I think -- yes, sir, I think that's right. I  
20 just hesitate when you say employees of, because --

21 Q Well, isn't Dr. Crouch --

22 A -- you, you mean --

23 Q -- an employee of TBN?

24 A Yes, he is. That's what I'm trying to -- is clear.

25 Q And isn't Mrs. Duff an employee of TBN?

1           A     Yes.

2           Q     Okay. And what I'm trying to do there is to make  
3 clear that -- for you that --

4           A     Those are the two individuals you mean.

5           Q     And that I, I don't mean David Espinoza, and I don't  
6 mean --

7           A     Right.

8           Q     -- Pastor Aguilar.

9           A     Yes, sir.

10          Q     Okay.

11          A     Thank you. That helps me. I appreciate it.

12          Q     Yes. And, and you have no recollection -- strike  
13 that, I don't want to say that question. You didn't discuss  
14 your conflicts with David Espinoza, did you?

15          A     Not prior to the time a challenge was placed. Well,  
16 actually --

17          Q     He would -- he had left the scene by then?

18          A     He's left by then.

19          Q     Yes.

20          A     No, sir, I don't believe I did.

21          Q     And, and you didn't discuss your conflicts with  
22 Pastor Aguilar until the petition to deny the Wilmington  
23 application was filed?

24          A     That's correct.

25          Q     Now I want to show you a document, the agreement to

1 provide business services. That is or I'd like Mr. -- rather,  
2 I'd like Mr. Topel to show you that. That's -- that would be  
3 Bureau 337.

4 MR. TOPEL: That's, Mr. May, in Volume Six, next to  
5 you, of the Bureau exhibits.

6 MR. COHEN: If you need any help, Mr. May, I  
7 volunteer Mr. May's services.

8 MR. TOPEL: Thank you, sir.

9 MR. COHEN: And I say that in a friendly way,  
10 because there's a lot of, there's a lot of exhibits there, so  
11 if you have any problems, just speak up.

12 MR. TOPEL: Well, I -- responding there, I thought a  
13 friendly way.

14 BY MR. COHEN:

15 Q Now tell me when you've found that document. It's  
16 an agreement to provide business services.

17 A Yes, sir.

18 Q Do you have it?

19 A Yes, sir.

20 Q I'm not going to be querying you about the, the  
21 contents of the document. But I'm -- now you would agree with  
22 me, wouldn't you, that this document is one that could cause  
23 the same conflict questions that the loan agreement and the  
24 affiliation agreement could, could cause?

25 A Yes, sir.

1 Q Did your law firm prepare that document?

2 A No, sir.

3 Q Was your law firm consulted in connection with the  
4 preparation of the document?

5 A Yes, sir.

6 Q And do you have -- what's your best recollection as  
7 to when that consultation occurred?

8 A Sometime prior in -- you know, recently prior to  
9 the, I guess the finalization of the agreement. It's dated  
10 January, '91.

11 Q Would you say it was within a couple of months of  
12 January of 1991?

13 A Oh, yes, sir.

14 Q Okay. And, and who consulted you concerning the  
15 agreement?

16 A I communicated with Mrs. Duff about portions of what  
17 are now in this agreement, and I guess in that sense the  
18 agreement.

19 Q Now did you give consideration, at that time, when  
20 you were consulted by Mrs. Duff, as to whether you had a  
21 conflict of interest in connection with rendering advice  
22 concerning that document?

23 A Mr. Cohen, I believe so. But I must tell you that,  
24 that there -- I have worked with these folks for a very long  
25 time and had a number of communications and so I believe

1 that's the case, but I can -- cannot tell you a spec-- I  
2 cannot recall a specific conversation about it per se, but I  
3 can recall specific conversations about some of the things  
4 that are memorialized or at least provisions in this  
5 agreement. But whether or not that was specifically within  
6 the four corners of this document or something, that's what I,  
7 I can't be that specific to.

8 Q Well, let me try to help your recollection. Do you  
9 have a recollection, Mr. May, of talking with Mrs. Duff about  
10 any of the provisions of this agreement in the context of a  
11 conflict of interest that your law firm would have?

12 A As, as I say, yes. This is the kind of thing that  
13 would have triggered for me that there was a conflict, and I  
14 would have tried to go through an expression that I had a  
15 conflict and make sure that Mrs. Duff was aware of that.

16 Q Tell me --

17 A Nevertheless --

18 Q Oh, excuse me.

19 A -- she felt, she --

20 Q No, continue on with your answer. I'm sorry.

21 A And nevertheless she would ask that I would look at  
22 or at least speak to her about the substance.

23 Q Tell me about which provisions of the agreement, and  
24 I'm not going to query you about the contents of those  
25 provisions, but tell me about which provisions stimulated this

1 understanding by you that you had a conflict.

2 A Well, I guess the agreement generally, because the  
3 services performed are services that were going to be provided  
4 by one client to another client. And in that sense, we had a  
5 conversation that I represented both clients, I therefore have  
6 a conflict.

7 Q Do you have a recollection of, of, of specifically  
8 advising Mrs. Duff of the conflict?

9 A Generally, yes, sir.

10 Q And do you have a recollection of advising  
11 Dr. Crouch of the conflict?

12 A I can't tell you if it was Dr. Crouch. It may have  
13 been Mr. Juggert.

14 Q Now when you spoke with Mr. Juggert in this sense,  
15 it's -- we have to make this clear for the record.  
16 Mr. Juggert, of course, was a director of TBN.

17 A Yes, sir.

18 Q And Mr. Juggert was also secretary of TBN.

19 A Yes.

20 Q And Mr. Juggert was also counsel to TBN.

21 A Yes, sir.

22 Q So when you spoke with Mr. Juggert, can you help me  
23 as to whether you were looking to him or talking to him  
24 wearing each of those hats, some of those hats, or, or, or how  
25 did it work?

1           A     Well, I can also say that Mr. Juggert, from -- on  
2 occasion, did perform some services for National Minority.

3           Q     I was going to get to that next. But, first, as far  
4 as Trinity was concerned, did you look upon him, when you  
5 talked to him --

6           A     Well, I've tried to, to focus on the fact that he  
7 was a director of the company.

8           Q     And so do you, you recall having conversations with  
9 Mr. Juggert about your law firm's conflict in, in the context  
10 of this agreement?

11          A     Generally, sir, yes.

12          Q     Were you advising him of your conflict?

13          A     Just acknowledging that we have one.

14          Q     And was that -- were these an oral conversations or,  
15 or were they -- strike that. Were these in face to face  
16 conversations or telephone conversations?

17          A     Well, I, I don't believe they were face to face.

18          Q     Was there more than one?

19          A     That I can't recall.

20          Q     Did they come up -- did this conversation come up --  
21 or conversations come up only in the context of discussing  
22 this agreement, or in another context as well?

23          A     Well, there would have been in other instances in  
24 which I was communicating with Mr. Juggert about a conflict  
25 that I felt my office had as between Trinity and another

1 client of my office. I can say that it, it's not limited to  
2 just National Minority. There are other people that I  
3 represent in my office that do have agreements of some nature  
4 with the Trinity Broadcasting Network, and this same conflict  
5 issue is presented when that occurs.

6 Q I was going to ask you about that later, but you  
7 anticipated it. Tell me the names of those organizations or  
8 entities.

9 A I represent the Tri State Christian Television  
10 organization. I represent All American Television. I  
11 represent Oceana Broadcasting Network. I've represented  
12 Christian Faith Broadcasting, Inc. And, and there are others.

13 Q Okay. We'll, we'll get to, we'll get to those  
14 later. When you, when you spoke with, with Mr. Juggert then,  
15 you were sensitizing him, that is you were advising him,  
16 apprising him of the fact that you felt you had a conflict?  
17 Was that the, is that the thrust of what you're telling me?

18 A Yes. Generally, yes, sir.

19 Q Now, did -- when you spoke with Mr. Juggert, you  
20 have pointed out that Mr. Juggert also has provided legal  
21 services for NMTV.

22 A Yes.

23 Q And, for example, and I can find this document if  
24 you need to have me find it, but do you recall there was a  
25 time when Mr. Juggert prepared a what he called a generic



1 promissory note?

2 A I know that Mr. Juggert has prepared promissory  
3 notices.

4 Q In other words, Mr. Juggert, from time to time,  
5 performed legal services for NMTV, and I can develop those for  
6 you if you need to -- if I need to, to, if you have a problem  
7 with that. But you would agree with me on that?

8 A Yes, sir. From time to time, he did, yes.

9 Q Was there any discussion between you and Mr. Juggert  
10 over the fact that he, too, perhaps had a conflict of  
11 interest?

12 A Yes, generally, I think. Yes, sir.

13 Q Did, did he acknowledge his conflict on interest in  
14 your -- in his conversations with you?

15 A Yes, I believe so. I mean it would have gone  
16 something like: 'Norm, I've looked at this document, it's  
17 something substantive that's between two clients, I've got a  
18 conflict, I'm not speaking to you as a director of TBN, in  
19 general terms.' And he would have said: 'Well, you know, to  
20 the extent that I'm doing -- and we're doing similar work for  
21 National Minority, I've got the same issue.' If you mean in  
22 that sense, I mean if, if I'm following you, if that's what  
23 you mean.

24 Q Yes, fine. Did you give consideration to whether he  
25 was the right person to talk to, since he had a conflict as

1 well as you?

2 A No, sir.

3 Q Now give me your best recollection as to subject  
4 matter of conversations you had with Mr. Juggert about  
5 conflicts. Like -- in other words, I'm talking about this  
6 agreement provide business services, an example. What other  
7 examples come to your mind as ones where you talked with  
8 Mr. Juggert about conflicts?

9 A Do you mean now just as between the Trinity  
10 Broadcasting Network and National Minority?

11 Q First we're going to start with National Minority,  
12 and then we'll deal with other clients of, of yours.

13 A It would have been this kind of an agreement or the  
14 loan arrangement that we talked about before.

15 Q Or affiliation agreement?

16 A Generally. I mean it's the kind of thing. Again, I  
17 don't have any specific on -- recollection on that, but, yes.

18 Q Well, let's see now, you, you don't have a specific  
19 recollection, but it sounds like the kind of thing you would  
20 have discussed with him. Is that what you're telling me?

21 A Yes, sir.

22 Q Now regarding the other clients that you mentioned,  
23 and I wrote down Tri State, All American, Oceana, and -- what  
24 was that last one, Christian Faith. You had conversations  
25 with Mr. -- they were all affiliates, I take it, of, of TBN,

1 am I correct?

2 A Program affiliates?

3 Q Yes.

4 A Yes, sir.

5 Q Program, pro -- they all -- they each have --

6 A You're --

7 Q Thank you for, thank you for correcting me. By, by  
8 affiliate, I meant program affiliates. They each are, they  
9 each were or are program affiliates, I take it?

10 A Yes, yes.

11 Q And what was the context in which you talked with  
12 Mr. Juggert about your conflict insofar as Tri State is  
13 concerned?

14 A Tri State has borrowed monies from the Trinity  
15 organization, so it's in that context. They have an  
16 affiliation agreement, and it is in that context. They have  
17 also, in the past, leased equipment. There it's in that  
18 context. That's, that's what I recall at this moment.

19 Q For Tri State?

20 A Yes, sir.

21 Q What about All American? Well, but before we leave  
22 that, okay, do you have a recollection of, of discussing with  
23 Mr. Juggert your conflict regarding Tri State? Is that, is  
24 that, is that an accurate characterization of your testimony?

25 A Some aspect of it. I cannot -- I don't want to

1 leave you with the impression that in each instance I talked  
2 to Juggert about all of those areas. I can say with certitude  
3 that it would have been in the loan area because it may have  
4 been that either he or I were drafting loan documents or  
5 notes, so I'm comfortable in telling you in that area. With  
6 regard to program affiliations or leases, I'm less certain  
7 that he was always the individual that I communicated with.

8 Q Did you also advise your Tri State client of the  
9 conflict?

10 A Yes, sir.

11 Q Now turning to All American, what -- in what areas  
12 did you have a conflict insofar as Trinity was concerned,  
13 regarding representation of All American?

14 A The -- generally, the same three areas that I just  
15 mentioned with regard to Tri State, meaning loans,  
16 affiliations, and lease arrangements.

17 Q And Oceana?

18 A Oceana had loan arrangements. They also had an  
19 affiliation agreement.

20 Q And --

21 A I don't know that they had any leases --

22 Q And Christian Faith?

23 A Christian Faith had a program affiliation agreement.

24 Q Now why -- what was your reason for apprising  
25 Mr. Juggert of your conflict? What, why did you do that?

1           A     I felt I had an obligation to do so whenever I felt  
2 there was a conflict, and I, I'd try to fulfill that  
3 responsibility.

4           Q     And what did -- turning to Tri State, what did  
5 Mr. Juggert say to you when you apprised him of your conflict?

6           A     That he recognized it, but in that particular  
7 instance he wouldn't be looking to me to provide advice on  
8 behalf of Trinity.

9           Q     And what did he say to you when you apprised him of  
10 your conflict regarding All American?

11          A     Generally the same things.

12          Q     And Oceana?

13          A     Oceana was a little different because Mr. Juggert  
14 had done some work for the principle of Oceana and he -- I  
15 mean it's received my acknowledgement that I had a conflict,  
16 but he also had some, and I'm not sure quite how he dealt with  
17 all of that. But there was a little different situation, but  
18 generally it's the same thing, I mean, I, I've got a conflict,  
19 I've got to try to disclose it accordingly and make sure that  
20 people understanding it. But then, I mean, to just to finish  
21 it, I mean, I, I believe that under the professional code of  
22 ethics, that it, that it is not improper for a lawyer to  
23 continue in a matter even when he does have a conflict when  
24 it's a routine matter, or it's a matter that seems fair on its  
25 face, or represents the, the intentions of the parties as it's

1 | communicated to me, and along those lines I felt that I could  
2 | continue to do this in accordance with my responsibilities as  
3 | a lawyer.

4 |       Q     Who makes the decisions as to whether something's  
5 | routine, the lawyer or the client?

6 |       A     Well, if it's a transaction that has happened  
7 | before, perhaps I can put it in that context, and in that  
8 | sense I mean more routine. It's not a brand new or surprise  
9 | kind of arrangement.

10 |           JUDGE CHACHKIN: Let me ask you this. When you say  
11 | that you determined that although you had a conflict, you can  
12 | continue to represent both clients, what -- was this under the  
13 | D.C. Bar's definition of what constitutes a conflict? What  
14 | did you use as your source material in reaching your  
15 | conclusion that it was permissible for you to go ahead and  
16 | represent both clients?

17 |           MR. MAY: Part of it would have been based on a  
18 | review of the code of professional responsibility for -- to  
19 | the times I was admitted only in, in the Commonwealth of  
20 | Virginia, I would have tried to refer mostly to those rules.  
21 | But then after I also was admitted to the District of  
22 | Columbia, I would have used those. Plus, I would have tried  
23 | to communicate with older, more experienced lawyers who could  
24 | tell me what they've done in similar circumstances and when it  
25 | seemed appropriate for a lawyer to be able to continue in

1 | spite of the conflict.

2 | JUDGE CHACHKIN: Well, what was the provision of the  
3 | Virginia or the D.C. code whereby you concluded that you  
4 | could, you could continue to represent both clients at the  
5 | same time, notwithstanding that, that you felt there was a  
6 | conflict?

7 | MR. MAY: Well --

8 | JUDGE CHACHKIN: Was there a particular provision  
9 | that you had in mind or permitted you to do so?

10 | MR. MAY: There, there is a provision that provides  
11 | for the disclosure as to the nature of the conflict, and an  
12 | acknowledgement that if at some time subsequent a controversy  
13 | arises dealing with the subject of that conflict, then you  
14 | have to recuse yourself and cannot work or participate on  
15 | behalf of either client as to that controversy.

16 | JUDGE CHACHKIN: What about D.C., wasn't there more,  
17 | much more stringent provision as to conflict before recently?  
18 | Wasn't there a more stringent -- what was the D.C. provision  
19 | that you, permitted you, you believe, to represent both  
20 | clients at the same time?

21 | MR. MAY: The same provision, Your Honor, that as  
22 | long as you provide disclosure.

23 | JUDGE CHACHKIN: That was sufficient, if you, if you  
24 | provided disclosure, under the D.C. code?

25 | MR. MAY: I believe so, yes.

1 JUDGE CHACHKIN: Well, I don't have the D.C. code  
2 with me and I guess maybe the parties do, and the Bureau might  
3 want to explore it or maybe Mr. Cohen wants to explore it,  
4 what the provisions are. I assume you didn't, you didn't ask  
5 for an opinion from the D.C. or Virginia Bar as to whether or  
6 not what you were doing constituted an impermissible conflict  
7 or not?

8 MR. MAY: No, sir, I did not.

9 BY MR. COHEN:

10 Q I'd like to explore with you for a minute, Mr. --  
11 Mr. May, what you said about the criteria you gave and as to  
12 when you must stand aside, and I want to go back to the  
13 question who makes the decision as to whether something is  
14 routine or not, is that the lawyer's decision or the client's  
15 decision?

16 A Well, I, I think that the law-- the lawyer has a  
17 responsibility to provide his opinion or his impression as to  
18 whether it seems to be something non-routine and that there --  
19 that he or she is not comfortable in continuing it because of  
20 the conflict. I think ultimately, however, it has to be the,  
21 the client, based on, on what the lawyer says, that I've got a  
22 conflict here, and if they feel that that conflict means that  
23 they are not comfortable with or don't think it's appropriate  
24 for the lawyer to continue, they, they make that judgment,  
25 sir.



1 Q And in order for the, the client to make that  
2 judgment, the client has to be informed?

3 A Yes.

4 Q Okay.

5 A The lawyer has a responsibility to say I have a  
6 conflict --

7 Q And as I understand your -- excuse me, I didn't mean  
8 to cut you off.

9 A That, that the lawyer has a conflict and that he  
10 discloses it.

11 Q And as, and as I understand your testimony, you  
12 believe that whenever you had a, a conflict, you disclosed it  
13 to Mrs. Duff and to Dr. Crouch and to Norman Juggert, is that  
14 accurate?

15 A Generally speaking, yes, sir.

16 Q Well, generally speaking, what do you mean by --  
17 that's -- you sound like a lawyer now, Mr. May.

18 A I don't mean to.

19 Q When you say generally speaking, I'm troubled by  
20 that. What do you mean by generally?

21 A Because the way in which I try to make sure that I  
22 handle a conflict matter is by going through the steps that  
23 we've been speaking about. That's what I mean generally,  
24 because there are, I mean, and you've asked me, for example,  
25 specifically about this agreement to provide business